IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION
CIVIL APPLICATION NO. 1403 OF 2005
IN
FIRST APPEAL NO. 626 OF 2005

M/s. Kher Laghate & Associates ..Appellant.

V/s.

Shri Madhukar Sadashiv Ambekar ..Respondent.

Shri Nitin Jamdar for the Appellant.
Shri A.P. Lagu i/by R.K.Saroj for Respondent.

CORAM : S.B.MHASE & D.B.BHOSALE,JJ.

DATE : APRIL 05, 2005.

P.C. :

. Heard both the sides.

2. During the pendency of the suit, there was an order of this court, permitting the Respondent to remain in possession of the suit property on his furnishing the bank guarantee, which is reflected from the order passed in A.O. No. 812 of 2001 with Civil Application No. 973/2001 dated 10th December, 2001 passed by S.J.Vazifdar, J. Therefore, we are inclined to grant interim relief in terms of prayer clause (b). In so far as prayer clause (c) is concerned, we find it appropriate that instead of granting the said

prayer clause, it will be appropriate to keep the bank guarantee alive till the final disposal of this Appeal, as directed by the single Judge in the above A.O. and Civil Application. Therefore, we pass the following order.

ORDER

. Interim relief in terms of prayer clause (b).

. The Respondent shall keep the bank guarantee, furnished as per the order passed in A.O. No. 812/2001 with Civil Application No. 973/2001, alive till the final disposal of this Appeal.

. Civil Application disposed of in the above terms.

3. Shri Jamdar submits that he may be given liberty to file the paper book of the Appeal. Liberty is granted.

4. Office is directed to accept the paper book and scrutinize the same as per the Appellate Side Rules and if it is in accordance with the said Rules, fix the Appeal for final hearing.

5. Liberty to move the matter for expeditious hearing.

(D.B.BHOSALE,J) **(S.B.MHASE,J)**

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